

EXHIBIT B

24617140

DE LAGE LANDEN

MASTER LEASE SCHEDULE

Schedule Number 9

Purchase Order Number _____

This Master Lease Schedule No. 9 ("Lease") is by and between Shapes L.L.C. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the initial Term and on the terms and conditions set forth herein.

LESSEE INFORMATION

Lessee Name: Shapes L.L.C.
Street Address: 9000 River Rd.
City/State/Zip: Delair, NJ 08110

Phone Number: _____

SUPPLIER INFORMATION

Supplier Name: Modern Handling Equipment - PA
Supplier Address: 2501 Durham Rd., Bristol, PA 19007

Phone Number: (215) 943-9100

EQUIPMENT DESCRIPTION

Quantity/Make/Model/Serial number: One (1) new Hyster model H60XM forklift together with all accessories and attachments
S/N: H177B51607B

Equipment Location: 9000 River Rd., Delair, Camden County, NJ 08110
(address/city/county/state/zip)

TERM AND LEASE PAYMENT SCHEDULE

Rental Payment: ~~\$798.22~~ (plus applicable taxes) 749.54

Initial Term: 60 Months John Casperson

Per-Diem Rent: \$1/3 (plus applicable taxes)

You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us.

You agree to pay at the time you sign this Lease One (1) Rental Payment(s) plus applicable taxes as advance rent.

If more than one Rental Payment is required in advance, the additional amount will be applied at the end of the Initial Term.

If checked here ☒ the Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.

Additional Provisions:

OPERATING CONDITIONS

☒ If your use of any Equipment exceeds 2,000 hours per year, you will pay us additional rent equal to \$2.50 for each hour of excess use per year.

☒ See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made a part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.

SHAPES L.L.C.
(Lessee)

Signature: [Signature]
Print Name: John Casperson
Title: Sr Buyer
Date: 1/4/08

DE LAGE LANDEN FINANCIAL SERVICES, INC.
(Lessor)

Signature: [Signature]
Print Name: Contract Specialist
Title: Contract Specialist
Date: 3-8-08
Lease #: 24617140

DE LAGE LANDEN

**CERTIFICATE OF DELIVERY
AND ACCEPTANCE**

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

Equipment: One (1) new Hyster model H60XM forklift together with all accessories and attachments

Serial Number: H177B51607B

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 9 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between Shapes L.L.C. ("Lessee") and Lessor, and that the Equipment has been delivered, inspected, installed and is in good working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment.

Date: 1/4/05

SHAPES L.L.C.
(Lessee)

Signature: [Signature]

Print name: Joe Casperson

Title: Sr. Buyer

24651226



MASTER LEASE SCHEDULE

Schedule No. TEN (10) Purchase Order No.

This Master Lease Schedule No. TEN (10) ("Lease") is by and between SHAPES, LLC ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name <u>SHAPES, LLC</u>	SUPPLIER	Supplier Name <u>MODERN HANDLING EQUIPMENT - PA</u>
	Address <u>9000 RIVER RD.</u>		Address <u>2501 DURHAM RD.</u>
	City <u>DELAIR</u> State <u>NJ</u> Zip <u>08110</u>		City <u>BRISTOL</u> State <u>PA</u> Zip <u>19007</u>
	Phone <u>856-662-5500</u>		Phone <u>215-943-9100</u>

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	<u>1</u>	<u>NEW</u>	<u>HYSTER</u>	<u>H60XM</u>	<u>H177B57841C</u>	<u>FORKLIFT</u>
	Equipment Location <u>SAME AS ABOVE</u>					
	City		Country		State	Zip

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) <u>\$749.54</u>	Initial Term in Months <u>60</u>	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease <u>ONE (1)</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

OPERATING CONDITIONS	<input checked="" type="checkbox"/> If your use of any Equipment exceeds <u>2000</u> hours per year, you will pay us additional rent equal to \$ <u>\$2.50</u> for each hour of excess use per year.
	<input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees <u>175.00</u>

LESSEE SIGNATURE	Signature 	Date <u>7-20-05</u>
	Print Name <u>Joe Casperson</u>	
	Title <u>Sr. Buyer</u>	
	For <u>SHAPES, LLC</u>	

LESSOR SIGNATURE	Signature 	Date <u>8/18/05</u>
	Print Name <u>Lisa Szabo</u>	
	Title <u>Contract Specialist</u>	
	For <u>DE LAGE LANDEN FINANCIAL SERVICES, INC.</u>	
	Lease Number <u>2</u>	

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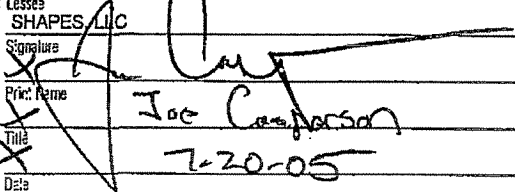


**CERTIFICATE OF DELIVERY AND ACCEPTANCE
(Master Lease)**

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H60XM	H177B57841C	FORKLIFT
Equipment Location SAME AS ABOVE						
City		County		State		Zip

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. TEN (10) ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee	SHAPES, LLC
	Signature	
	Print Name	Joe Carson
	Date	7-20-05

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24667805
MASTER LEASE SCHEDULE

Schedule No. **TWELEVE (12)** Purchase Order No.

This Master Lease Schedule No. **TWELEVE (12)** ("Lease") is by and between **SHAPES, LLC** ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number **215** ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES, LLC	SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA
	Address 9000 RIVER RD.		Address 2501 DÜRHAM RD.
	City DELAIR State NJ Zip 08110		City BRISTOL State PA Zip 19007
	Phone 856-662-5500		Phone 215-943-9100

EQUIPMENT INFORMATION	Quantity 1	New/Used NEW	Equipment Make HYSTER	Model H110XM	Serial Number(s) L005V05877C	Description FORKLIFT
	Equipment Location SAME AS ABOVE					
	City		County		State	Zip

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) \$1,357.20	Initial Term in Months 60	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease ONE (1) Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

OPERATING CONDITIONS	<input checked="" type="checkbox"/> If your use of any Equipment exceeds 2400 hours per year, you will pay us additional rent equal to \$ \$2.50 for each hour of excess use per year.
	<input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 175.00

LESSEE SIGNATURE	Signature <i>[Signature]</i> Date 9-20-05
	Print Name Joe Camperson
	Title Sr. Buyer
	For SHAPES, LLC
LESSOR SIGNATURE	Signature <i>[Signature]</i> Date 11-10-05
	Print Name Contract Specialist
	Title DE LAGE LANDEN FINANCIAL SERVICES, INC.
	Lease Number 24667805



CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H110XM	L005V05877C	FORKLIFT
Equipment Location SAME AS ABOVE						
City		County		State		Zip

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. TWELVE (12) ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee	SHAPES, LLC
	Signature	
	Print Name	Joe Chiperson
	Title	Sr. Buyer
	Date	10-20-05

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24667811
MASTER LEASE SCHEDULE

Schedule No. **THIRTEEN (13)** Purchase Order No.

This Master Lease Schedule No. **THIRTEEN (13)** ("Lease") is by and between **SHAPES, LLC** ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number **215** ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES, LLC		
	Address 9000 RIVER RD.		
	City DELAIR	State NJ	Zip 08110
	Phone 856-662-5500		

SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA		
	Address 2501 DURHAM RD.		
	City BRISTOL	State PA	Zip 19007
	Phone 215-943-9100		

EQUIPMENT INFORMATION	Qty	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H110XM	L005V05876C	FORKLIFT W/ROTATOR
Equipment Location SAME AS ABOVE						
City State Zip						

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) \$1,571.51	Initial Term in Months 60	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease ONE (1) Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

OPERATING CONDITIONS	<input checked="" type="checkbox"/> If your use of any Equipment exceeds 2400 hours per year, you will pay us additional rent equal to \$ \$2.50 for each hour of excess use per year.
	<input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 175.00

LESSEE SIGNATURE	Signature <i>[Signature]</i>	Date 7-19-05
	Print Name Joe Casperson	
	Title Sr. Buyer	
	For SHAPES, LLC	

LESSOR SIGNATURE	Signature <i>[Signature]</i>	Date 11-10-05
	Print Name Contract Specialist	
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Number 24667811	

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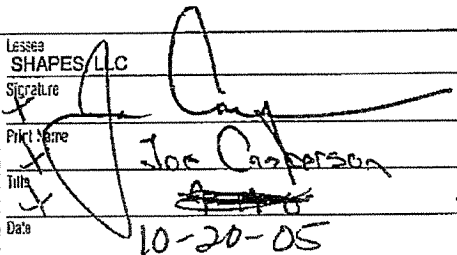


CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H110XM	L005V05876C	FORKLIFT W/ROTATOR
Equipment Location SAME AS ABOVE						
City _____ County _____ State _____ Zip _____						

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. THIRTEEN (13) ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee SHAPES/LLC
	Signature 
	Print Name Joe Casperson
	Title Owner
	Date 10-20-05

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24663906
MASTER LEASE SCHEDULE

Schedule No. **FOURTEEN (14)** Purchase Order No.

This Master Lease Schedule No. **FOURTEEN (14)** ("Lease") is by and between **SHAPES, LLC** ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number **215** ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name	SHAPES, LLC		
	Address	9000 RIVER RD.		
	City	State	Zip	
	DELAIR	NJ	08110	
	Phone	856-662-5500		

SUPPLIER	Supplier Name	MODERN HANDLING EQUIPMENT - PA		
	Address	2501 DURHAM RD.		
	City	State	Zip	
	BRISTOL	PA	19007	
	Phone	215-943-9100		

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	USED	HYSTER	H60XM	H177B34386Z	FORKLIFT
	1	USED	HYSTER	H60XM	H177B34422Z	FORKLIFT
Equipment Location						
8600 RIVER RD.						
County						
NJ						
Zip						
08110						

PAYMENT INFORMATION	Rental Payment (plus applicable taxes)	Initial Term in Months	Per-Diem Rent (plus applicable taxes)
	\$1,272.00	60	
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease ONE (1) Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement. Additional Provisions		

OPERATING CONDITIONS	<input checked="" type="checkbox"/> If your use of any Equipment exceeds 1500 hours per year, you will pay us additional rent equal to \$ \$2.50 for each hour of excess use per year.
	<input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 125.00

LESSEE SIGNATURE	Signature	Date
	<i>[Signature]</i>	9-18-05
	Print Name	Joe Casperson
	Title	Sr. Buyer
	For	SHAPES, LLC
LESSOR SIGNATURE	Signature	Date
	<i>[Signature]</i>	10-21-05
	Print Name	Contract Specialist
	Title	
	For	DE LAGE LANDEN FINANCIAL SERVICES, INC.
	Lease Number	24663906



CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT DESCRIPTION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	USED	HYSTER	H80XM	H177B343B8Z	FORKLIFT
	1	USED	HYSTER	H80XM	H177B34422Z	FORKLIFT
Equipment Location 8800 RIVER RD.						
City DELAIR				County	State NJ	Zip 08110

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. FOURTEEN (14) ("Lease") issued pursuant to Master Lease Agreement Number 216 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessor SHAPES, LLC
	Signature <i>[Signature]</i>
	Print Name Joe Caporaso
	Date 4-19-08

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*
Date +
Initial
Please



24690897
MASTER LEASE SCHEDULE

Schedule No. 15 Purchase Order No.

This Master Lease Schedule No. 15 ("Lease") is by and between SHAPES, LLC ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES, LLC	SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA
	Address 9000 RIVER RD.		Address 2501 DURHAM RD.
	City DELAIR		City BRISTOL
	State NJ		State PA
	Zip 08110		Zip 19007
	Phone 856-662-5500		Phone 215-943-9100

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H60FT	L177B01761C	FORKLIFT
	1	NEW	HYSTER	H60FT	L177B01776C	FORKLIFT
	Equipment Location 9000 RIVER RD.					
	City DELAIR		County CAMDEN		State NJ	Zip 08110

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) 2,885.12	Initial Term in Months 36	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease <u>ONE (1)</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

OPERATING CONDITIONS	<input checked="" type="checkbox"/> If your use of any Equipment exceeds <u>4000</u> hours per year, you will pay us additional rent equal to \$ <u>2.50</u> for each hour of excess use per year.
	<input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 195

LESSEE SIGNATURE	Signature <i>[Signature]</i>	Date 12-6-05
	Print Name Joe Casperson	
	Title Sr. Buyer	
	For SHAPES, LLC	

LESSOR SIGNATURE	Signature	Date
	Print Name	
	Title	
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Number	



CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H60FT	L177B01761C	FORKLIFT
	1	NEW	HYSTER	H60FT	L177B01776C	FORKLIFT
Equipment Location 9000 RIVER RD.						
City DELAIR			County CAMDEN		State NJ	Zip 08110

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 15 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee SHAPES LLC
	Signature
	Print Name Joe Casperson
	Title Sr. Buyer
	Date 2-20-06

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24681811
MASTER LEASE SCHEDULE

Schedule No. 16	Purchase Order No.
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This Master Lease Schedule No. 16 ("Lease") is by and between SHAPES, LLC ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES, LLC
	Address 9000 RIVER RD.
	City DELAIR State NJ Zip 08110
	Phone 856-662-5500

SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA
	Address 2501 DURHAM RD.
	City BRISTOL State PA Zip 19007
	Phone 215-943-9100

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H155XL2	G006V03418C	FORKLIFT
	1	NEW	HYSTER	H155XL2	G006V03418C	FORKLIFT
	1	NEW	HYSTER	H155XL2	G006V03422C	FORKLIFT
	Equipment Location 9000 RIVER RD. City DELAIR County CAMDEN State NJ Zip 08110					

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) 5363.19	Initial Term in Months 36	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease <u>ONE (1)</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

OPERATING CONDITIONS	<input checked="" type="checkbox"/> If your use of any Equipment exceeds <u>2400</u> hours per year, you will pay us additional rent equal to \$ <u>\$2.50</u> for each hour of excess use per year.
	<input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
Documentation Fees 225.00	

LESSEE SIGNATURE	Signature <i>[Signature]</i> Date 12-6-05
	Print Name Joe Casperson
	Title Sr. Buyer
	For SHAPES, LLC

LESSOR SIGNATURE	Signature <i>[Signature]</i>
	Print Name Lisa Stanovich
	Title Contract Specialist
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.
	Lease Number 24681811

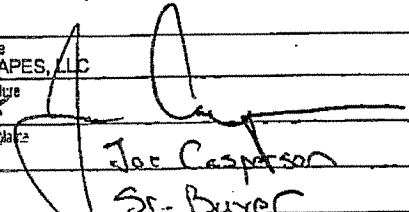


CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: **DE LAGE LANDEN FINANCIAL SERVICES, INC.** ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H155XL2	G006V03416C	FORKLIFT
	1	NEW	HYSTER	H155XL2	G006V03418C	FORKLIFT
	1	NEW	HYSTER	H155XL2	G006V03422C	FORKLIFT
Equipment Location 9000 RIVER RD.						
City DELAIR		County CAMDEM		State NJ		Zip 08110

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 16 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee SHAPES, LLC
	Signature 
	Print Name Joe Casperson
	Title Sr. Buyer
	Date 12-21-05

04MHDDC032B



MASTER LEASE SCHEDULE

Schedule No. 17 Purchase Order No.

This Master Lease Schedule No. 17 ("Lease") is by and between SHAPES, LLC ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES, LLC	
	Address 9000 RIVER RD.	
	City DELAIR	State NJ Zip 08110
	Phone 856-662-5500	
SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA	
	Address 2501 DURHAM RD.	
	City BRISTOL	State PA Zip 19007
	Phone 215-943-9100	

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H60FT	L177B033330	FORKLIFT
	Equipment Location 9000 RIVER RD.					
	City DELAIR	County CAMDEN			State NJ	Zip 08110

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) 884.29	Initial Term in Months 48	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us.		
	You agree to pay at the time you sign this Lease ONE (1) Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Add Other Provisions		

OPERATING CONDITIONS	<input checked="" type="checkbox"/> If your use of any Equipment exceeds 2500 hours per year, you will pay us additional rent equal to \$2.50 for each hour of excess use per year.
	<input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 195.00

LESSEE SIGNATURE	Signature <i>[Signature]</i>	Date 12-6-05
	Print Name Joe Calperson	
	Title Sr. Buyer	
	For SHAPES, LLC	

LESSOR SIGNATURE	Signature <i>[Signature]</i>	Date 3/20/06
	Print Name Lisa Stablowski	
	Title Contract Specialist	
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Number 24693361	



CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H60FT	L177B033330	FORKLIFT

Equipment Location
9000 RIVER RD.

City DELAIR County CAMDEM State NJ Zip 08110

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 17 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee SHAPES, LLC
	Signature
	Print Name Joe Casperson
	Title Sr. Buyer
	Date 2-20-06

04MHDDC032B



24690894

MASTER LEASE SCHEDULE

Schedule No. 20 Purchase Order No.

This Master Lease Schedule No. 20 ("Lease") is by and between SHAPES L.L.C. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES L.L.C.		
	Address 9000 RIVER RD		
	City DELAIR	State NJ	Zip 08110
	Phone		
SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT - PA		
	Address 2501 DURHAM RD.		
	City BRISTOL	State PA	Zip 19007
	Phone (215) 943-9100		

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H60FT	L177B01775C	FORKLIFT
Equipment Location SAME AS ABOVE						
City _____ County _____ State _____ Zip _____						

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) 1180.93	Initial Term in Months 36	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us.		
	You agree to pay at the time you sign this Lease <u>ONE</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		

OPERATING CONDITIONS	<input checked="" type="checkbox"/> If your use of any Equipment exceeds <u>2400</u> hours per year, you will pay us additional rent equal to \$ <u>2.50</u> for each hour of excess use per year.
	<input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.
	Documentation Fees 195.00

LESSEE SIGNATURE	Signature <i>[Signature]</i>	Date 2-8-06
	Print Name Joe Casperson	
	Title Sr. Buyer	
	For SHAPES L.L.C.	

LESSOR SIGNATURE	Signature <i>[Signature]</i>	Date 3/8/06
	Print Name Lisa Szablowski	
	Title Contract Specialist	
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Number 24690894	



CERTIFICATE OF DELIVERY AND ACCEPTANCE **(Master Lease)**

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H60FT	L177B01775C	FORKLIFT
Equipment Location SAME AS ABOVE						
City		County		State		Zip

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 20 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee	SHAPES LLC.
	Signature	
	Print Name	Joe Capron
	Title	Sr. Buyer
	Date	2-8-06

04MHDC032B



24747729
MASTER LEASE SCHEDULE
(Fair Market Value Purchase Option)

Schedule No. 25	Purchase Order No.
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This Master Lease Schedule No. 25 ("Lease") is by and between SHAPES L.L.C. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words you and your are used in this Lease to mean the Lessee identified above and the words we, us and our are used in this Lease to mean the Lessor identified above.

We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name SHAPES L.L.C.			
	Address 9000 RIVER RD			
	City DELAIR	State NJ	Zip 081103204	
	Phone			
SUPPLIER	Supplier Name MODERN HANDLING EQUIPMENT			
	Address 2501 DURHAM RD			
	City BRISTOL	State PA	Zip 19007	
	Phone			

EQUIPMENT INFORMATION	Quantity	Equipment Make	Model	Serial Number(s)	Description
	1	HYSTER	H60FT	L177B03453C	FORKLIFT
Equipment Location 9000 RIVER RD					
City DELAIR		County	State NJ	Zip 081103204	

PAYMENT INFORMATION	Rental Payment (plus applicable taxes) \$797.43	Initial Term in Months 60	Per-Diem Rent (plus applicable taxes)
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as billed by us. You agree to pay at the time you sign this Lease <u>ZERO</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions Lease inclusive of maintenance fees.		

PURCHASE OPTION	If no Event of Default exists under this Lease, you will have the option at the end of the Initial Term or any Renewal Term to purchase all (but not less than all) of the Equipment for a purchase price equal to the Equipment's fair market value. You must give us at least 60 days written notice before the end of the Initial Term, or any Renewal Term as applicable, that you will purchase the Equipment for the fair market value or that you will return the Equipment to us. We will use our reasonable judgment to determine the Equipment's fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (on a retail basis) will be determined at your expense by an independent appraiser selected by us. Upon payment of the Equipment's fair market value, we shall transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.
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OPERATING CONDITIONS	<input type="checkbox"/> If your use of any Equipment exceeds 2000 hours per year, you will pay us additional rent equal to \$ <u>2.5</u> for each hour of excess use per year.
	<input checked="" type="checkbox"/> See the survey of mutually agreeable operating conditions and use of the Equipment ("Survey") attached to and made part of this Lease. You represent and warrant that the terms and conditions of the Survey are true and correct and agree to comply with the terms therein.

LESSEE SIGNATURE	Signature 	Date 7-12-06
	Print Name Joe Caperson	
	Title Sr Buyer	
	For SHAPES L.L.C.	

LESSOR SIGNATURE	Signature	Date
	Print Name	
	Title	
	For DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Number	



MASTER LEASE AGREEMENT

Master Lease Agreement No.

215

TO OUR VALUED CUSTOMER: This Master Lease Agreement ("Agreement") has been written in "Plain English". The words you and your are used in this Agreement to mean the Lessee identified below. The words we, us and our are used in this Agreement to mean the Lessor, which is DE LAGE LANDEN FINANCIAL SERVICES, INC. and any of its affiliates, subsidiaries, successors or assigns. Our address is 1111 Old Eagle School Road, Wayne, PA 19087.

LESSEE	FULL Legal Name	SHAPES L.L.C.	
	Address	9000 RIVER RD	
	City	State	Zip
	DELAIR	NJ	081103204

INSURANCE & TAXES: You are required to provide and maintain insurance related to the Equipment, and to pay any property, use and other taxes related to this Agreement, any Master Lease Schedule to this Agreement or the Equipment. (See Sections 4 and 6 of this Agreement.)

TERMS AND CONDITIONS

This Agreement is dated as of _____, and is by and between De Lage Landen Financial Services, Inc., the "Lessor", with offices and a Lease Processing Center located at 1111 Old Eagle School Road, Wayne, Pennsylvania 19087, its successors and assigns and the above referenced Lessee. The parties hereto for good and valuable consideration and intending to be legally bound hereby agree as follows:

1. **LEASE; DELIVERY AND ACCEPTANCE.** You agree to lease from us and we agree to lease to you the equipment and other items (collectively "Equipment") described in any Master Lease Schedule to this Agreement. The general terms and conditions of this Agreement will be incorporated by reference into each such Master Lease Schedule. Each Master Lease Schedule to this Agreement shall hereinafter be referred to as a "Lease". Each Lease shall constitute a separate lease agreement incorporating all the terms and conditions of this Agreement. If there is a conflict between this Agreement and a Lease, the provisions of the Lease shall govern. You will arrange, at your sole cost and expense, for the delivery of the Equipment to you at the location specified in the Lease. If, for any reason, the Supplier (as defined in Section 3) and/or the manufacturer of the Equipment fails to deliver, or delays the delivery of the Equipment or if, for any reason, the Equipment is unsatisfactory, you agree that we are not liable for, and you shall not make any claim against us for, damages or for specific performance of this Agreement and/or any Lease. When the Equipment is delivered to you, you agree to inspect it to determine if it is in good working order. The initial term of each Lease ("Initial Term") will begin on the date when the Equipment is irrevocably accepted by you. The Equipment will be irrevocably accepted by you upon: (a) the delivery to us of a signed Certificate of Delivery and Acceptance (if requested by us); or (b) 10 days after delivery of the Equipment to you if previously we have not received written notice from you of your non-acceptance. The Initial Term shall continue for the period specified in each Lease. Any renewal term ("Renewal Term") shall begin at the expiration, as applicable, of the Initial Term or any preceding Renewal Term (the "Initial Term and any Renewal Terms" shall collectively be referred to as the "Term"). You agree to pay any advance Rental Payments as set forth in each Lease when the Equipment is accepted by you and remaining Rental Payments at the expiration of the Term. You will make all payments required under each Lease to us at such address as we may specify in writing. Whenever any payment is not made by you within 10 days of its due date, you agree to pay to us, not later than one month thereafter, a late charge calculated at the rate of five percent (5%) of each such delayed payment, or \$10.00, whichever is greater, but only to the extent permitted by law. YOUR OBLIGATION TO PAY SUCH RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL, AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE, OR COUNTER-CLAIM FOR ANY REASON WHATSOEVER.

2. **WARRANTY MATTERS.** We transfer to you for the Term any warranties made by the manufacturer or the Supplier under any purchase or supply contract ("Supply Contract"). We are leasing the Equipment to you "AS-IS" and you agree that we are not responsible for the performance, maintenance or servicing of the Equipment. YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT. WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND THE SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT ASSERT ANY CLAIM AGAINST US FOR ANY LOSS, DAMAGE OR INJURY CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY BY THE EQUIPMENT, ANY INADEQUACY, DEFICIENCY OR DEFECT OF OR RELATED TO THE EQUIPMENT, OR BY ANY INCIDENT WHATSOEVER IN CONNECTION WITH THE EQUIPMENT, ARISING IN STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, OR IN ANY WAY RELATED TO OR ARISING OUT OF THIS AGREEMENT OR ANY LEASE. YOU AGREE THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO DO US IN ANY WAY. WE MAKE NO WARRANTY AS TO THE PERFORMANCE OF THIS AGREEMENT AND/OR ANY LEASE FOR TAX OR ACCOUNTING PURPOSES.

3. **EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You will keep and use the Equipment only at the Equipment Location specified in the Lease. You may not move the Equipment without our prior written consent, which we will not unreasonably withhold. At your own expense, you will keep, use and maintain the Equipment as required by applicable insurance policies, all applicable laws and regulations and all applicable Supplier and manufacturer requirements and instructions. You will keep the Equipment in as good operating condition as when it was delivered to you, ordinary wear and tear resulting from proper use only excepted, and we will provide all maintenance and service and make all repairs or replacements reasonably necessary for such purpose. In the event the Rental Payments include the cost of maintenance and/or service being provided by the Supplier and/or manufacturer, you agree that we are not responsible for providing any such maintenance and/or service. You will make all claims for maintenance and/or service directly to the Supplier and/or manufacturer and your obligation to make all required Rental Payments will remain unconditional. You will not in any event subject the Equipment to any abusive, corrosive or abnormal working conditions or any environmentally hazardous substance (under any applicable federal, state or local law, rule or regulation), without our prior written consent. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless otherwise stated, you must give us written notice at least 60 days prior to the expiration of the Term of your intent to return the Equipment at the end of the Term. Provided you have given such notice, you will immediately, at the end of the Term, deliver the Equipment in the condition required under this Agreement and/or any Lease to the supplier stated on the Lease ("Supplier") or to any other location specified by us. It was reasonably determined that the Equipment, once it is returned, is not in the condition required above, we may repair, service, modify or overhaul the Equipment to achieve such condition and, upon demand, you will reimburse us for all of our reasonable expenses to do so. You will pay all expenses of shipping, and you will insure the Equipment for its full replacement value during shipping. If you fail to notify us, or having notified us, fail to return the Equipment in accordance with the terms and conditions of this Agreement and/or the Lease, the Lease will automatically renew for consecutive 60 day periods until you agree to continue to make Rental Payments equal to the monthly Rental Payment in the Initial Term or the last Renewal Term as applicable, until you give us notice and deliver the Equipment to us as provided above.

4. **TAXES AND FEES.** You will comply with all laws, regulations and orders relating to the Equipment, this Agreement or any Lease. You will be responsible for as and when due and shall indemnify and hold us harmless from and against all present and future taxes and other governmental charges, including, without limitation, those for sales, use, leasing and stamp taxes, license and registration fees, and amounts in lieu of such taxes and charges plus any penalties or interest on any of the above, (all of the foregoing are collectively the "Taxes"), imposed, levied upon, assessed in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of the Equipment, or based upon or measured by the Rental Payments or receipts with respect to this Agreement or any Lease. If you do not pay any of the Taxes, we have the right, but not the obligation, to pay them on your behalf. You will not, however, be obligated to pay any taxes on or measured by our net income. You authorize us to add to the amount of each Rental Payment

any Taxes that may be imposed on or measured by such Rental Payment. We do not have to contest any Taxes, fines or penalties. We will file all personal property, use or other Tax returns as required by law. You will pay to us on demand, as an additional Rental Payment, the amount of the personal property tax we are required to pay. You agree to reimburse us with the next Rental Payment for any Taxes we pay, plus a fee to us for collecting and administering any Taxes and remitting them to the appropriate authorities and interest thereon at the highest legal rate allowed, from the date due until fully paid. If you do not pay this reimbursement with the next Rental Payment you agree to pay us interest on those amounts at the highest legal rate allowed from the due date until paid in full.

5. **LOSS OR DAMAGE.** As between you and us, you assume and shall be responsible for the entire risk of loss, theft or destruction of, or damage to the Equipment from any and every cause whatsoever (collectively, the "Loss"), whether or not insured, until the Equipment is returned to us at the end of the Term. You are required to make all Rental Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, or (b) pay us the amounts specified in Section 9(b) below.

6. **INSURANCE.** You will provide and maintain all your sole cost and expense and during the entire Term (a) property insurance against all risk of loss, theft, or destruction of or damage to the Equipment from every cause whatsoever for the Equipment's full replacement value, naming us and our successors and assigns as sole loss payee, and (b) comprehensive public liability and third party property insurance covering any liability resulting from the purchase, ownership, leasing, maintenance, use, operation or return of the Equipment, naming us and our successors and assigns as an additional insured. You will give us insurance certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days advance notice of any cancellation or material change of such insurance. You hereby appoint us as your attorney-in-fact (which power is coupled with an interest) to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy. If you do not give us evidence of insurance acceptable to us, we have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for all or any portion of the Term from an insurer of our choice, including an insurer that is our affiliate. In the event that we do obtain such insurance, you agree to pay an insurance fee ("Insurance Charge") in addition to each Rental Payment due from you, on which we may make a profit. You will pay the Insurance Charge in equal installments allocated to the remaining Rental Payments or as directed by us. If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Agreement or any Lease will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange. If we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

7. **TITLE; UCC FILINGS; DOCUMENTATION FEES.** Unless you have a \$1.00 purchase option, we are the owner of and will hold title to the Equipment. You will keep, and at your sole expense promptly take all actions necessary to keep, the Equipment free of all liens and encumbrances. Although the Equipment may become attached to real estate, it is and will remain personal property. If we feel it is necessary, you agree to provide us with waivers of interest or liens from anyone claiming any interest in the real estate on which any item of Equipment is located. You agree that this transaction is intended to be a true lease, and the filing of a financing statement under the Uniform Commercial Code ("UCC") or other applicable law shall not be construed as evidence that any security interest was intended to be created, but only to give public notice of our ownership of the Equipment. If any Lease hereunder has a \$1.00 purchase option, or this Agreement or any Lease hereunder is otherwise deemed at any time to be one intended as security, then you grant us a security interest in the Equipment and the proceeds from the sale, lease or other disposition of the Equipment. You appoint us or our designee as your attorney-in-fact to sign and file financing statements covering the Equipment on your behalf where permitted by the UCC or other applicable law, and to do all other things necessary to protect our title and interest in the Equipment. You agree we can file a copy of this Agreement or any Lease as a financing statement under the UCC or other applicable law. You agree to pay us a fee ("Documentation Fee") not to exceed \$250.00 to reimburse our expenses for the preparation and filing of all financing statements, for our other documentation costs and for all ongoing administration costs during the Initial Term or any Renewal Term of any Lease hereunder.

8. **DEFAULT.** Each of the following shall constitute an "Event of Default" under this Agreement and all Leases: (a) you fail to pay any Rental Payment, or any other payment, as it becomes due and such failure is not cured within 10 days of such due date; (b) you do not perform any of your other obligations under this Agreement, any Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of the same; (c) any representation or warranty made by you proves to be incorrect in any material respect when made; (d) you become insolvent or are generally unable to pay your debts when due, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or seek appointment of a receiver, custodian or other similar official for you or for your assets, or you commence or have commenced against you any action for relief under any bankruptcy, insolvency or reorganization laws; (e) any guarantor of your obligations under this Agreement and/or any Lease dies, does not perform its obligations under a guaranty, or becomes subject to one of the events listed in clause (d) above; or (f) any letter of credit required under this Agreement and/or any Lease is breached, canceled, terminated or not renewed.

9. **REMEDIES.** Upon the occurrence of an Event of Default, we may do one or more of the following: (a) we may cancel or terminate this Agreement and any or all Leases and any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) we may declare the entire unpaid balance of Rental Payments for the unexpired term of any or all of the Leases immediately due and payable without notice or demand and require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Rental Payments for the remainder of the applicable Term plus the present value of our reasonably anticipated residual interest in the Equipment which we have pre-terminated, each discounted to the date of default at the lesser of (1) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a requirement term equal to the remaining term of the applicable Lease(s), at as reasonably determined by us; or (2) 3% per annum, but only to the extent permitted by law, plus (ii) all other amounts due to or that become due under the Lease; (c) we may require you to return the Equipment to us as set forth in Section 3; (d) we or our agent may enter upon the premises peacefully with or without legal process where the Equipment is located and repossess or disable the Equipment and you waive and will not make any claims against us for damages or trespass or any other reason; (e) we may charge you interest on all monies due to us at the rate of eighteen percent (18%) per annum from the date of default until paid but in no event more than the maximum rate permitted by law; and (f) we may exercise any other right or remedy available at law or in equity. You are also required to pay all of our costs of enforcing our rights and remedies against you including, without limitation, reasonable attorneys' fees. If we take possession of the Equipment, we may sell, rent or otherwise dis-

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CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	HYSTER	H60FT	L177B03453C	FORKLIFT
Equipment Location						
9000 RIVER RD						
City County State Zip						
DELAIR NJ 081103204						

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 25 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee	SHAPES LLC
	Signature	
	Print Name	Joe Casperson
	Title	S. Buyer
	Date	3/1/06

06MHDOC103

SURVEY OF OPERATING CONDITIONS AND USE OF THE EQUIPMENT ("Survey")

("Lessor") Lease Agreement/Lease Schedule ("Lease") relating to the below described equipment ("Equipment")

EQUIPMENT INFORMATION	Year	Full Serial Number	Make	Model	Description
	NEW	L177B03453C	HYSTER	H60FT	LIFT TRUCK

Please fill out this Survey completely. This document is the survey of mutually agreeable operating conditions and use of the equipment referenced in the above Lease.

Full Legal Name SHAPES L.L.C.

Equipment Location 9000 RIVER RD

City DELAIR

State NJ

Zip Code 081103204

I. Maximum annual usage: 2000 hours (per unit)
(Please note that any hours in excess of the amount specified above will be charged an overage amount per the terms of this Lease.)

II. Specific Equipment Usage: (for example: raw apples in bushel crates being moved from loading dock to processing; or boxed jars of apple sauce being moved from warehouse to loading dock)

Describe the products or material ("Product") to be moved or transported by or with the Equipment: Manufacturing of aluminum
extrusion moving pallets of misc freight

Describe conditions adversely affecting the Equipment, if any (Please provide all applicable details):

Please note any exposure to: ☐ Corrosives ☐ Heat ☐ Metal Shavings ☐ Hazardous Materials/Environment (Please check the appropriate box)

Lessor understands that equipment is occasionally operated in an industry that may indicate a more severe application than the particular usage of the specific equipment (e.g. a forklift in a foundry used to unload and load trucks which does not ever go near the furnace and is not exposed to high heat or dust). In an instance like this, it is especially important for Lessee to provide a detailed explanation in this Section II.

III. Application Guide: Please check the box for the application which best describes how and where the Equipment will be used.

- ☒ **Normal/Clean:** The Equipment will encounter few (if any) abrasive, corrosive, abnormal or adverse conditions. Typically, this would apply to light manufacturing, general warehousing, pharmaceuticals and transportation.
- ☐ **Not Normal/Clean:** Applications where "Clean", "Moderate" and "Severe" do NOT apply and/or usage is not normal. Typically, this would apply to lightly dusty and/or fibrous conditions, slightly wet applications, uneven/rutted floors, brickyards, lumberyards, plastics manufacturing.
- ☐ **Moderate:** Applications where additional options and/or maintenance are required because of the operating environment. Typically, this would apply to paper mills, textile mills, concrete handling, cold storage, freezer, highly dusty and/or fibrous operating environments, agriculture, sand, textiles manufacturing and very wet conditions.
- ☐ **Severe:** Operating environments that will clearly reduce the Equipment's useful life. Typically, this would apply to foundries, forging, furnaces, refractories, paper or metal recycling, abrasive manufacturing, acid, brine and pickling, salt water environments, chemical plants, corrosives, fertilizer plants, metalworking, steel mills, poultry and fish processing, tanneries and hide processing plants/locations.

The undersigned, duly authorized on behalf of the Lessee, hereby certifies that the above information is true and correct as of the date hereof.

DEALER CONCURRENCE	Dealer <u>MODERN HANDLING EQUIPMENT</u>
	Signature X <u>[Signature]</u>
	Print Name <u>Gerald Couch</u>
	Title <u>President</u>
	Date <u>7-14-06</u>

LESSEE SIGNATURE	Lessee <u>SHAPES L.L.C.</u>
	Signature X <u>[Signature]</u>
	Print Name <u>Joe Caspersen</u>
	Title <u>Sr. Buyer</u>
	Date <u>7-12-06</u>

de lage landen 
partners in finance

24809234
MASTER LEASE SCHEDULE

Schedule No. 25 Purchase Order No.

This Master Lease Schedule No. 25 ("Lease") is by and between SHAPES L.L.C. ("Lessee") and De Lage Landen Financial Services, Inc. ("Lessor") and incorporates the terms and conditions of that certain Master Lease Agreement Number 215 ("Agreement") between Lessee and Lessor. The words **you** and **your** are used in this Lease to mean the Lessee identified above and the words **we**, **us** and **our** are used in this Lease to mean the Lessor identified above.

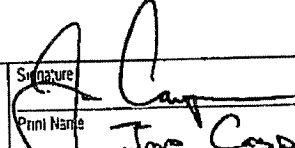
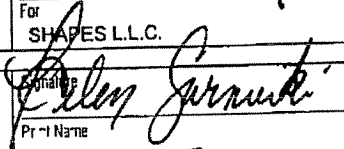
We hereby lease to you and you hereby lease from us the equipment described below for the Initial Term and on the terms and conditions set forth herein.

LESSEE	Lessee Name	SHAPES L.L.C.		
	Address	9000 RIVER RD		
	City	State	Zip	
	DELAIR	NJ	081103204	
	Phone			
SUPPLIER	Supplier Name	MATERIAL HANDLING SUPPL		
	Address	PO BOX 827043		
	City	State	Zip	
	PHILADELPHIA	PA	19182	
	Phone			

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	NISSAN	PL60LP	LLG1F2-9L0007	FORKLIFT
	Equipment Location:					
	9000 RIVER RD					
	City	County	State	Zip		
	DELAIR		NJ	081103204		

PAYMENT INFORMATION	Rental Payment (plus applicable taxes)	Initial Term in Months	Per-Diem Rent (plus applicable taxes)
	\$602.60	60	
	You agree to pay per-diem rent from the date you accept the Equipment to the last day of the month in which you accept the Equipment. The total per-diem rent is due with your first or second Rental Payment as owed by us.		
	You agree to pay at the time you sign this Lease <u>TWO (2)</u> Rental Payment(s) plus applicable taxes as an advance payment. If more than one Rental Payment is required in advance, the additional amount will be applied to the end of the Initial Term.		
	<input checked="" type="checkbox"/> Lease Payment includes maintenance fees for maintenance provided by Supplier and/or manufacturer under a separate maintenance agreement.		
	Additional Provisions		
	Lease includes sales tax and maintenance fees.		

OPERATING CONDITIONS	At the end of Lease Option is Fair Market Value, see attached Survey of mutually agreeable operating conditions and use of the Equipment, as made part of this Lease
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LESSEE SIGNATURE	Signature	Date
		3-1-07
	Print Name	Joe Casperson
	Title	Sr. Buyer
	For	SHAPES L.L.C.
LESSOR SIGNATURE	Signature	Date
		3-23-07
	Print Name	Alex Jernick
	Title	CSA
	For	DE LAGE LANDEN FINANCIAL SERVICES, INC.
	Lease Number	24809234

06MH000096V1



CERTIFICATE OF DELIVERY AND ACCEPTANCE (Master Lease)

To: DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor")

EQUIPMENT INFORMATION	Quantity	New/Used	Equipment Make	Model	Serial Number(s)	Description
	1	NEW	NISSAN	PL60LP	UG1F2-9L0009	FORKLIFT
Equipment Location 9000 RIVER RD						
City		County		State		Zip
DELAIR				NJ		081103204

The undersigned hereby acknowledges and agrees that the undersigned has unconditionally accepted all of the Equipment described above in accordance with Master Lease Schedule No. 25 ("Lease") issued pursuant to Master Lease Agreement Number 215 ("Agreement") between the undersigned lessee and Lessor, and that the Equipment has been delivered, inspected, installed and is in good-working condition. The undersigned hereby approves and authorizes payment by Lessor to the Supplier of the Equipment. The undersigned agrees that a facsimile copy of this certificate with facsimile signatures may be treated as an original and will be admissible as evidence of this certificate and Lessee's acceptance of the Equipment.

LESSEE SIGNATURE	Lessee	SHAPES L.L.C.
	Signature	
	Print Name	Joe Casperson
	Title	Sr. Buyer
	Date	3-1-07

06MHDOC103

SURVEY OF OPERATING CONDITIONS AND USE OF THE EQUIPMENT

("Survey")

DLLFS, INC ("Lessor") Lease Agreement/Lease Schedule ("Lease") relating to the below described equipment ("Equipment")

EQUIPMENT INFORMATION	Year	Full Serial Number	Make	Model	Description
	NEW	LLGIFA-940009	NISSAN	PL60LP	FORKLIFT

Please fill out this Survey completely. This document is the survey of mutually agreeable operating conditions and use of the equipment referenced in the above Lease.

Full Legal Name SHAPES L.L.C.

Equipment Location 9000 RIVER RD

City DELAIR

State NJ

Zip Code 081103204

I. If YOUR use of any unit of Equipment exceeds 2000 hours ("Allowed Hours") per year, respectively, YOU agree to pay US as additional rent for each excess hour per year per applicable unit(s) of Equipment, respectively, an amount determined by multiplying the monthly Lease Payment applicable to each applicable unit of Equipment by 12, dividing the resulting number by the number of Allowed Hours, and then multiplying the number resulting from such division by 1.25 for each unit of Equipment that exceeds the Allowed Hours.

II. Specific Equipment Usage: (for example: raw apples in bushel crates being moved from loading dock to processing; or boxed jars of apple sauce being moved from warehouse to loading dock)

Describe the products or material ("Product") to be moved or transported by or with the Equipment:

Describe conditions adversely affecting the Equipment, if any (Please provide all applicable details):

Please note any exposure to: ☐ Corrosives ☐ Heat ☐ Metal Shavings ☐ Hazardous Materials/Environment (Please check the appropriate box)

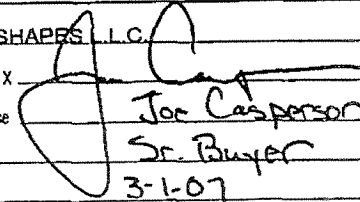
Lessor understands that equipment is occasionally operated in an industry that may indicate a more severe application than the particular usage of the specific equipment (e.g. a forklift in a foundry used to unload and load trucks which does not ever go near the furnace and is not exposed to high heat or dust). In an instance like this, it is especially important for Lessee to provide a detailed explanation in this Section II.

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The undersigned, duly authorized on behalf of the Lessee, hereby certifies that the above information is true and correct as of the date hereof.

DEALER CONCURRENCE	Dealer <u>MATERIAL HANDLING SUPPL</u>
	Signature X _____
	Print Name _____
	Title _____
	Date _____

LESSEE SIGNATURE	Lessee <u>SHAPES L.L.C.</u>
	Signature X 
	Print Name <u>Joe Casperson</u>
	Title <u>Sr. Buyer</u>
	Date <u>3-1-07</u>